

BILL NO. S-92-01- 18

SPECIAL ORDINANCE NO. S- 19-92

AN ORDINANCE approving the awarding of Reference #5030 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and E.J.P. MIDWEST, INC.; UNDERGROUND PIPE & VALVE, INC.; AND ETNA SUPPLY COMPANY for the Water Maintenance & Service Department.

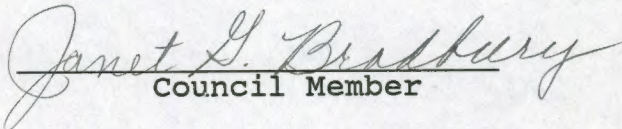
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #5030 between the City of Fort Wayne, by and through its Department of Purchasing and E.J.P. MIDWEST, INC.; UNDERGROUND PIPE & VALVE, INC.; AND ETNA SUPPLY COMPANY for the Water Maintenance & Service Department, respectfully for:

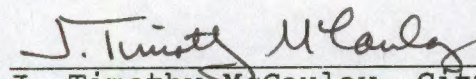
the purchase of construction materials to install and repair water mains during 1992 for the Water Maintenance & Service Department;

involving a total cost of Forty-Three Thousand Two Hundred Ninety and 45/100+/- Dollars (\$43,290.45+/-) - (E.J.P. - \$11,406.30+/-; UNDERGROUND - \$22,871.30+/-; - ETNA - \$9,012.85+/-), all as more particularly set forth in said Reference #5030 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REFERENCE NO.:	5030
DEPARTMENT:	WATER MAINTENANCE
DATE:	12/10/91
ITEM/SERVICE:	CONSTRUCTION MATERIALS
ADVERTISED BID:	YES
DATES ADVERTISED:	10/24/91 & 10/31/91
DATE OPENED:	11/18/91
WRITTEN QUOTE:	
DATE DUE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	13
NO. OF VENDORS RECEIVING BID:	5
NO. OF VENDORS RETURNING BID:	5
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	0
DATE SENT TO DEPT FOR RECOMM:	11/18/91
DATE RECOMM RECEIVED BACK:	12/6/91
DATE SENT TO LAW DEPARTMENT:	12/10/91
INTRODUCTION DATE:	1/7/92
DISCUSSION DATE:	1/14/92
PASSAGE DATE:	1/21/92

REFERENCE NO. 5030
CONSTRUCTION MATERIALS
WATER MAINT. & SERVICE

DESCRIPTION	QTY	E J P MIDWEST		UNDERGROUND PIPE		WAYNE PIPE		ETNA SUPPLY		TREATY COMPANY	
REP CLAMP S/S											
6"X8"X3/4"	20	\$44.94	\$898.80	\$40.50	\$810.00	\$68.61	\$1,372.20	\$53.49	\$1,069.80	\$49.78	\$995.6
6"X8"X1"	10	\$44.94	\$449.40	\$43.83	\$438.30	\$68.61	\$686.10	\$54.97	\$549.70	\$49.78	\$497.8
8"X8"X2"	5	\$58.37	\$291.85	\$65.74	\$328.70	\$75.46	\$377.30	\$82.53	\$412.65	\$70.18	\$350.9
12"X10"X1 1/2"	10	\$91.52	\$915.20	\$81.92	\$819.20	\$111.84	\$1,118.40	\$116.63	\$1,166.30	\$98.75	\$987.5
12"X12"X1 1/2"	10	\$100.00	\$1,000.00	\$83.03	\$830.30	\$131.23	\$1,312.30	\$146.34	\$1,463.40	\$113.14	\$1,131.4
12"X12"X2"	10	\$104.00	\$1,040.00	\$92.76	\$927.60	\$131.23	\$1,312.30	\$150.06	\$1,500.60	\$118.97	\$1,189.7
16"X16"X1 1/2"	5	\$181.53	\$907.65	\$156.80	\$784.00	N/B	\$0.00	\$222.86	\$1,114.30	\$273.11	\$1,365.5
16"X16"X2"	5	\$185.49	\$927.45	\$168.40	\$842.00	N/B	\$0.00	\$227.31	\$1,136.55	\$278.93	\$1,394.6
24"X16"X1 1/2"	2	\$367.33	\$734.66	\$256.34	\$512.68	N/B	\$0.00	\$403.45	\$806.90	\$469.04	\$938.0
24"X16"X2"	2	\$371.31	\$742.62	\$267.96	\$535.92	N/B	\$0.00	\$408.82	\$817.64	\$474.86	\$949.7
TAPPING SLEEVE											
6"X4"	5	\$152.33	\$761.65	\$145.75	\$728.75	N/B	\$0.00	\$181.26	\$906.30	\$180.24	\$901.2
6"X6"	5	\$190.87	\$954.35	\$165.66	\$828.30	N/B	\$0.00	\$209.27	\$1,046.35	\$205.36	\$1,026.8
8"X4"	5	\$150.73	\$753.65	\$146.79	\$733.95	N/B	\$0.00	\$184.56	\$922.80	\$194.06	\$970.3
8"X6"	5	\$175.65	\$878.25	\$167.76	\$838.80	N/B	\$0.00	\$201.58	\$1,007.90	\$209.98	\$1,049.9
8"X8"	5	\$233.40	\$1,167.00	\$209.70	\$1,048.50	N/B	\$0.00	\$257.05	\$1,285.25	\$269.87	\$1,349.3
12"X6"	5	\$200.11	\$1,000.55	\$183.50	\$917.50	N/B	\$0.00	\$225.20	\$1,126.00	\$228.41	\$1,142.0
12"X8"	5	\$242.23	\$1,211.15	\$241.16	\$1,205.80	N/B	\$0.00	\$285.62	\$1,428.10	\$295.88	\$1,479.4
12"X12"	5	\$381.27	\$1,906.35	\$356.50	\$1,782.50	N/B	\$0.00	\$417.44	\$2,087.20	\$432.94	\$2,164.7
16"X6"	2	\$264.91	\$529.82	\$203.41	\$406.82	N/B	\$0.00	\$242.78	\$485.56	\$254.40	\$508.8
16"X8"	5	\$315.60	\$1,578.00	\$262.13	\$1,310.65	N/B	\$0.00	\$310.88	\$1,554.40	\$321.30	\$1,606.5
16"X12"	2	\$427.00	\$854.00	\$387.95	\$775.90	N/B	\$0.00	\$449.30	\$898.60	\$491.66	\$983.3
24"X4"	2	\$285.60	\$571.20	\$293.60	\$587.20	N/B	\$0.00	\$260.90	\$521.80	\$277.88	\$555.7
24"X6"	2	\$316.73	\$633.46	\$241.16	\$482.32	N/B	\$0.00	\$290.57	\$581.14	\$305.53	\$611.0
24"X8"	2	\$359.92	\$719.84	\$314.55	\$629.10	N/B	\$0.00	\$377.35	\$754.70	\$400.08	\$800.1
24"X12"	2	\$459.24	\$918.48	\$461.34	\$922.68	N/B	\$0.00	\$538.28	\$1,076.56	\$570.00	\$1,140.0
30"X12"	1	\$492.86	\$492.86	\$500.13	\$500.13	N/B	\$0.00	\$572.88	\$572.88	\$584.86	\$584.8
TAP SLEEVE ALT											
6"X4"	5	\$149.88	\$749.40	\$280.98	\$1,404.90	N/B	\$0.00	\$236.57	\$1,182.85	\$163.18	\$815.9
6"X6"	5	\$170.65	\$853.25	\$305.82	\$1,529.10	N/B	\$0.00	\$283.45	\$1,417.25	\$185.81	\$929.0
8"X4"	5	\$152.09	\$760.45	\$291.13	\$1,455.65	N/B	\$0.00	\$255.23	\$1,276.15	\$165.60	\$828.0
8"X6"	5	\$161.75	\$808.75	\$312.40	\$1,562.00	N/B	\$0.00	\$286.92	\$1,434.60	\$176.10	\$880.5
8"X8"	5	\$216.65	\$1,083.25	\$456.40	\$2,282.00	N/B	\$0.00	\$368.96	\$1,844.80	\$235.87	\$1,179.3
12"X6"	5	\$201.06	\$1,005.30	\$332.07	\$1,660.35	N/B	\$0.00	\$323.82	\$1,619.10	\$218.91	\$1,094.5
12"X8"	5	\$235.20	\$1,176.00	\$480.17	\$2,400.85	N/B	\$0.00	\$393.27	\$1,966.35	\$256.07	\$1,280.3
12"X12"	5	\$395.15	\$1,975.75	\$682.45	\$3,412.25	N/B	\$0.00	\$504.38	\$2,521.90	\$462.49	\$2,312.4
16"X6"	2	\$337.38	\$674.76	\$353.62	\$707.24	N/B	\$0.00	\$426.06	\$852.12	\$390.68	\$781.3
16"X8"	5	\$390.82	\$1,954.10	\$513.68	\$2,568.40	N/B	\$0.00	\$493.56	\$2,467.80	\$452.57	\$2,262.8
16"X12"	2	\$574.81	\$1,149.62	\$728.85	\$1,457.70	N/B	\$0.00	\$725.90	\$1,451.80	\$665.61	\$1,331.2
24"X4"	2	\$411.94	\$823.88	\$376.46	\$752.92	N/B	\$0.00	\$520.20	\$1,040.40	\$477.00	\$954.0
24"X6"	2	\$422.14	\$844.28	\$397.47	\$794.94	N/B	\$0.00	\$533.09	\$1,066.18	\$488.82	\$977.6
24"X8"	2	\$504.68	\$1,009.36	\$624.36	\$1,248.72	N/B	\$0.00	\$637.34	\$1,274.68	\$584.41	\$1,168.8
24"X12"	2	\$705.97	\$1,411.94	\$860.15	\$1,720.30	N/B	\$0.00	\$891.51	\$1,783.02	\$817.47	\$1,634.9
30"X12"	1	N/B	\$0.00	\$2,277.80	\$2,277.80	N/B	\$0.00	N/B	\$0.00	N/B	\$0.0

DUO SLD SLEEVE

3"	1	\$71.05	\$71.05	\$62.79	\$62.79	N/B	\$0.00	\$71.29	\$71.29	\$61.65	\$61.6
4"	4	\$63.56	\$254.24	\$68.89	\$275.56	N/B	\$0.00	\$68.25	\$273.00	\$72.00	\$288.0
6"	25	\$89.10	\$2,227.50	\$92.32	\$2,308.00	N/B	\$0.00	\$89.10	\$2,227.50	\$96.95	\$2,423.7
8"	5	\$115.50	\$577.50	\$125.59	\$627.95	N/B	\$0.00	\$112.69	\$563.45	\$131.77	\$658.8
10"	2	\$153.85	\$307.70	\$151.83	\$303.66	\$535.70	\$1,071.40	\$146.35	\$292.70	\$159.08	\$318.1
12"	5	\$186.45	\$932.25	\$183.70	\$918.50	\$579.34	\$2,896.70	\$173.65	\$868.25	\$192.96	\$964.8
16"	5	\$461.51	\$2,307.55	\$445.18	\$2,225.90	\$1,213.46	\$6,067.30	\$506.40	\$2,532.00	\$467.81	\$2,339.0
24"	2	N/B	\$0.00	\$1,203.00	\$2,406.00	\$2,318.17	\$4,636.34	\$1,092.33	\$2,184.66	\$2,161.93	\$4,323.8

CUT-IN SLEEVE

6"	20	\$97.95	\$1,959.00	\$105.44	\$2,108.80	\$112.00	\$2,240.00	\$154.65	\$3,093.00	\$112.32	\$2,246.4
12"	8	\$230.00	\$1,840.00	\$248.84	\$1,990.72	\$254.58	\$2,036.64	\$342.45	\$2,739.60	\$255.21	\$2,041.6

REP CLAMP F/S

2"X7 1/2"	5	\$19.64	\$98.20	\$23.97	\$119.85	\$28.28	\$141.40	\$27.67	\$138.35	\$23.55	\$117.7
4"X8"	30	\$26.13	\$783.90	\$28.56	\$856.80	\$42.97	\$1,289.10	\$32.29	\$968.70	\$28.26	\$847.8
4"X12"	15	\$41.89	\$628.35	\$39.46	\$591.90	\$53.20	\$798.00	\$46.12	\$691.80	\$43.03	\$645.4
6"X8"	50	\$31.15	\$1,557.50	\$34.59	\$1,729.50	\$50.97	\$2,548.50	\$36.89	\$1,844.50	\$33.19	\$1,659.5
6"X12"	50	\$49.91	\$2,495.50	\$47.60	\$2,380.00	\$64.24	\$3,212.00	\$55.26	\$2,763.00	\$51.12	\$2,556.0
6"X18"	10	\$54.95	\$549.50	\$69.34	\$693.40	\$93.75	\$937.50	\$59.80	\$598.00	\$82.95	\$829.5
8"X8"	15	\$89.03	\$1,335.45	\$38.03	\$570.45	\$57.82	\$867.30	\$42.60	\$639.00	\$38.35	\$575.2
8"X12"	10	\$36.31	\$363.10	\$50.29	\$502.90	\$74.44	\$744.40	\$61.30	\$613.00	\$59.64	\$596.4
12"X8"	5	\$56.07	\$280.35	\$48.80	\$244.00	\$87.78	\$438.90	\$52.40	\$262.00	\$72.75	\$363.7
12"X12"	10	\$89.77	\$897.70	\$59.02	\$590.20	\$113.59	\$1,135.90	\$82.89	\$828.90	\$87.14	\$871.4
12"X18"	5	\$101.19	\$505.95	\$85.83	\$429.15	\$156.64	\$783.20	\$143.70	\$718.50	\$134.84	\$674.2
16"X12"	2	\$148.53	\$297.06	\$104.91	\$209.82	N/B	\$0.00	\$176.40	\$352.80	\$191.39	\$382.7
16"X16"	2	\$164.97	\$329.94	\$131.35	\$262.70	N/B	\$0.00	\$231.72	\$463.44	\$247.11	\$494.2
16"X20"	2	\$204.37	\$408.74	\$171.30	\$342.60	N/B	\$0.00	\$301.58	\$603.16	\$327.06	\$654.1
20"X16"	1	\$220.41	\$220.41	\$145.64	\$145.64	N/B	\$0.00	\$321.54	\$321.54	\$284.89	\$284.8
24"X24"	1	\$606.56	\$606.56	\$406.79	\$406.79	N/B	\$0.00	\$619.11	\$619.11	\$691.67	\$691.6
30"X16"	1	\$412.44	\$412.44	\$348.75	\$348.75	N/B	\$0.00	\$357.83	\$357.83	\$1,067.85	\$1,067.8

TOTAL		\$61,365.77		\$71,415.05		\$38,023.18		\$77,121.46		\$74,084.7	
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BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 15, 1991

1. Governmental Unit: _____
 2. County: Wabash
 3. Bidder (Firm): E.J.P. Midwest
 Address: 250 Olive Street
 City/State: Wabash, Ind. 46992
 4. Telephone Number: 219/563-1137
 5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

David H. Stevens
 Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Wabash COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Everett J. Prescott, Inc. - Midwest
 Bidder (Firm)

David H. Stevens
 Signature of Bidder or Agent

Subscribed and sworn to before me this 18th day of November 19 91.

My Commission Expires: 7-10-94

County of Residence: Wabash

Karen K. Smalley
 Notary Public

Karen K. Smalley
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-18-91 @ 11:00 AM BID REFERENCE # 5030

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CONSTRUCTION MATERIALS PER
SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: % IF PAID WITHIN DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME E.J.P. Midwest, Inc.

STREET ADDRESS 250 Olive Street

CITY Wabash PHONE # 219/563-1137

BY *Daniel Stearn*
REPRESENTATIVE SIGNATURE

REPAIR CLAMPS - SERVI SEAL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD OR APPROVED
EQUALS

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
6" X 8" X 3/4"	20	Ford	FS1-724-7.5 cc3	44.94	/	898.80
6" X 8" X 1"	10	Ford	FS1-724-7.5 cc4	44.94	/	449.40
8" X 8" X 2"	5	Ford	FS1-939-7.5 cc7	58.37	/	291.85
12" X 10" X 1 1/2"	10	Ford	FS1-1350-10 cc6	91.52	/	915.20
12" X 12" X 1 1/2"	10	Ford	FS1-1350-12.5 cc6	100.00	/	1000.00
12" X 12" X 2"	10	Ford	FS1-1350-12.5 cc7	104.00	/	1040.00
16" X 16" X 1 1/2"	5	Ford	FS2-1790-15cc6	181.53	/	907.65
16" X 16" X 2"	5	Ford	FS2-1790-15cc7	185.49	/	927.45
24" X 16" X 1 1/2"	2	Ford	FS3-2700-15cc6	367.33	/	734.66
24" X 16" X 2"	2	Ford	FS3-2700-15cc7	371.31	/	742.62

TAPPING SLEEVE - EPOXY COATED

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED
EQUAL

6" X 4"	5	Ford	FTSC 6 x 4	152.33	/	761.55
6" X 6"	5	Ford	FTSC 6 x 6	190.87	/	954.35
8" X 4"	5	Ford	FTSC 8 x 4	150.73	/	753.65
8" X 6"	5	Ford	FTSC 8 x 6	175.65	/	878.25
8" X 8"	5	Ford	FTSC 8 x 8	233.40	/	1167.00
12" X 6"	5	Ford	FTSC 12 x 6	200.11	/	1000.55
12" X 8"	5	Ford	FTSC 12 x 8	242.23	/	1211.15
12" X 12"	5	Ford	FTSC 12 x 12	381.27	/	1906.35
16" X 6"	2	Ford	FTSC 16 x 6	264.91	/	529.82
16" X 8"	5	Ford	FTSC 16 x 8	315.60	/	1578.00
16" X 12"	2	Ford	FTSC 16 x 12	427.00	/	854.00
24" X 4"	2	Ford	FTSC 24 x 4	285.60	/	571.20
24" X 6"	2	Ford	FTSC 24 x 6	316.73	/	633.46
24" X 8"	2	Ford	FTSC 24 x 8	359.92	/	719.84
24" X 12"	2	Ford	FTSC 24 x 12	459.24	/	918.48
30" X 12"	1	Ford	FTSC 30 x 12	492.86	/	492.86

TAPPING SLEEVE/ALTERNATE - FULL CIRCLE, STAINLESS STEEL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED
EQUAL

6" X 4"	5	Ford	Fast-6x4 A	149.88	/	749.40
6" X 6"	5	Ford	Fast-6x6 A	170.65	/	853.25
8" X 4"	5	Ford	Fast-8x4 A	152.09	/	760.45
8" X 6"	5	Ford	Fast-8x6 A	161.75	/	808.75
8" X 8"	5	Ford	Fast-8x8 A	216.65	/	1083.25
12" X 6"	5	Ford	Fast-12x6 A	201.06	/	1005.30
12" X 8"	5	Ford	Fast-12x8 A	235.20	/	1176.00
12" X 12"	5	Ford	Fast-12x12 A	395.15	/	1975.75
16" X 6"	2	Ford	Fast-16x6 A	337.38	/	674.76
16" X 8"	5	Ford	Fast-16x8 A	390.82	/	1954.10
16" X 12"	2	Ford	Fast-16x12 A	574.81	/	1149.62
24" X 4"	2	Ford	Fast-24x4 A	411.94	/	823.88
24" X 6"	2	Ford	Fast-24x6 A	422.14	/	844.28
24" X 8"	2	Ford	Fast-24x8 A	504.68	/	1009.36
24" X 12"	2	Ford	Fast-24x12 A	705.97	/	1411.94
30" X 12"	1			N/A	/	

DUO SOLID SLEEVES - ALL DUO SOLID SLEEVES SHALL BE CAST IRON, MANUFACTURED TO FIT BOTH SAND CAST AND CENTRIFUGALLY-CAST PIPE. ALL SLEEVES SHALL BE SUPPLIED COMPLETE WITH MECHANICAL JOINTS IN ACCORDANCE WITH THE LATEST REVISIONS OF ANSI SPECIFICATIONS A21.11 (AWWA C111) AND COMPLETE WITH ALL ACCESSORIES, INCLUDING CORROSION RESISTANT BOLTS AND NUTS, GLANDS AND PLAIN RUBBER GASKETS.

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
3"	1	Tyler	5-144 SOS	71.05	/	71.05
4"	4	Tyler	5-146-S	63.56	/	254.24
6"	25	Tyler	5-146-S	89.10	/	2227.50
8"	5	Tyler	5-146-S	115.50	/	577.50
10"	2	Tyler	5-146-S	153.85	/	307.70
12"	5	Tyler	5-146-S	186.45	/	932.25
16"	5	Tyler	5-146-S	461.51	/	2307.55
24"	2	Tyler		N/A	/	

CUTTING-IN-SLEEVE - W/GASKETS, BOLTS AND GLANDS

6"	20	Waterous	--	97.95	/	1959.00
12"	8	Waterous	--	230.00	/	1840.00

REPAIR CLAMPS-FULL SEAL W/STAINLESS STEEL BOLTS, NUTS & BONDING DEVICE
ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, OR APPROVED EQUAL

2" X 7 1/2"	5	Ford	FS1-263-7.5	19.64	/	98.20
4" X 8"	30	Ford	FS1-514-7.5	26.13	/	783.90
4" X 12"	15	Ford	FS1-514-12.5	41.89	/	628.35
6" X 8"	50	Ford	FS1-724-7.5	31.15	/	1557.50
6" X 12"	50	Ford	FS1-724-12.5	49.91	/	2495.50
6" X 18"	10	Ford	FS1-724-15	54.95	/	549.50
8" X 8"	15	Ford	FS1-724-20	89.03	/	1335.45
8" X 12"	10	Ford	FS1-939-7.5	36.31	/	363.10
12" X 8"	5	Ford	FS1-1350-7.5	56.07	/	280.35
12" X 12"	10	Ford	FS1-1350-12.5	89.77	/	897.70
12" X 18"	5	Ford	FS1-1350-15	101.19	/	505.95
16" X 12"	2	Ford	FS1-1790-12.5	148.53	/	297.06
16" X 16"	2	Ford	FS2-1790-15	164.97	/	329.94
16" X 20"	2	Ford	FS2-1790-20	204.37	/	428.74
20" X 16"	1	Ford	FS3-2280-15	220.41	/	220.41
24" X 24"	1	Ford	FS3-2280-24	606.56	/	606.56
30" X 16"	1	Ford	FS3-3174-15	412.44	/	412.44

TOTAL ON COMPLETE BID PACKAGE:

\$61,375.31

The Hanover Insurance Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Everett J. Prescott, Inc.

as Principal, and THE HANOVER INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire, having its executive office in the City of Worcester, Mass., as Surety, are hereby held and firmly bound unto the City of Fort Wayne, Indiana

in the penal sum of 5% of the attached bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 18th day of November, 1991

The condition of the above obligation is such that whereas the Principal has submitted to the City of Fort Wayne, Indiana

a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Construction Materials

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Everett J. Prescott, Inc.

E. H. Boudreau (L.S.)
Edward H. Boudreau, Treasurer

THE HANOVER INSURANCE COMPANY

By: Carol L. Hall
Carol L. Hall, Attorney in Fact



The Hanover Insurance Company

POWER OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- Carol L. Hall, Richard L. Goodwin and/or E. Nelson Gosline -

of Gardiner, Maine and each is its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

- Any such obligations in the United States, in any amount -

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.



This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the seventh day of October, 1981, a quorum being present and voting, which resolution is still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Vice President, this 2nd day of July 19 90

THE HANOVER INSURANCE COMPANY

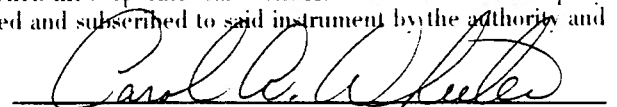



Vice President

Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF WORCESTER

On this 2nd day of July 19 90, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

(Seal)


Notary Public

My Commission Expires May 29, 1992

I, the undersigned Assistant Vice President of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 7th day of October, 1981

"RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile."

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 18th day of November 19 91


Assistant Vice President

Bidder/Vendor

Anti-Apartheid Certification

The undersigned, on behalf of E.J.P. Midwest, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of

E.J.P. Midwest, Inc that our company

does not support or endorse the policy of apartheid
in South Africa.

IN WITNESS WHEREOF, this certification has been
signed this 15th day of November, 1991.

E.J.P. Midwest, Inc.

Name of Bidder/Vendor
David L. Stevens
David L. Stevens-Vice President

Name and Title of Person Signing

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

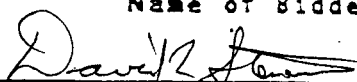
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Nov.15, 1991

E.J.P. Midwest, Inc.

Name of Bidder

By: 

Title: Vice President

Official Address: [including zip code]

250 Olive Street

Wabash, Ind. 46992

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-18-91 @ 11:00 AM BID REFERENCE # 5030

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR CONSTRUCTION MATERIALS PER
SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Underground Pipe & Valve Inc.
STREET ADDRESS 617 Ley Road
CITY Fort Wayne PHONE # 483-1457
BY James D Butler
REPRESENTATIVE SIGNATURE

REPAIR CLAMPS - SERVI SEAL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD OR APPROVED
EQUALS

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
6" X 8" X 3/4"	20	POWERSEAL	3131 AS	40 ⁵²	/	810 ⁰⁰
6" X 8" X 1"	10			43 ⁸³	/	438 ³⁰
8" X 8" X 2"	5			65 ⁷⁴	/	328 ⁷⁰
12" X 10" X 1 1/2"	10			81 ⁹²	/	819 ²⁰
12" X 12" X 1 1/2"	10			83 ⁰³	/	830 ³⁰
12" X 12" X 2"	10			92 ⁷⁶	/	927 ⁶⁰
16" X 16" X 1 1/2"	5		3132 AS	156 ⁸⁰	/	784 ⁰⁰
16" X 16" X 2"	5		"	168 ⁴⁰	/	842 ⁰⁰
24" X 16" X 1 1/2"	2		3133 AS	256 ³⁴	/	512 ⁶⁸
24" X 16" X 2"	2		"	267 ⁹⁶	/	535 ⁹²

TAPPING SLEEVE - EPOXY COATED

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED

EQUAL

6" X 4"	5	JCM	#412 LESS	145 ⁷⁵	/	728 ⁷⁵
6" X 6"	5			165 ⁶⁰	/	828 ³⁰
8" X 4"	5			146 ⁷⁸	/	733 ⁹⁵
8" X 6"	5			167 ⁷⁶	/	838 ⁸⁰
8" X 8"	5			209 ⁷⁰	/	1048 ⁵⁰
12" X 6"	5			183 ⁵⁰	/	917 ⁵⁰
12" X 8"	5			241 ¹⁵	/	1205 ⁸⁰
12" X 12"	5			356 ⁵⁰	/	1782 ⁵⁰
16" X 6"	2			203 ⁴¹	/	406 ⁸²
16" X 8"	5			262 ¹³	/	1310 ⁶⁵
16" X 12"	2			387 ⁹⁵	/	775 ⁹⁰
24" X 4"	2			293 ⁶⁰	/	587 ¹⁰
24" X 6"	2			241 ¹⁶	/	482 ³²
24" X 8"	2			314 ⁵⁵	/	629 ¹⁰
24" X 12"	2			461 ³⁴	/	922 ⁶⁸
30" X 12"	1			500 ¹³	/	500 ¹³

TAPPING SLEEVE/ALTERNATE - FULL CIRCLE, STAINLESS STEEL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED

EQUAL

6" X 4"	5	POWERSEAL	3490 AS	280 ⁹⁸	/	1404 ⁹⁰
6" X 6"	5			305 ⁸²	/	1529 ¹⁰
8" X 4"	5			291 ¹⁵	/	1455 ⁶⁵
8" X 6"	5			312 ⁴⁰	/	1562 ⁰⁰
8" X 8"	5			456 ⁴⁰	/	2282 ⁰⁰
12" X 6"	5			332 ⁰⁷	/	1660 ³⁵
12" X 8"	5			480 ¹⁷	/	2400 ⁸⁵
12" X 12"	5			682 ⁴⁵	/	3412 ²⁵
16" X 6"	2			353 ⁶²	/	707 ²⁴
16" X 8"	5			513 ⁶⁸	/	2568 ⁴⁰
16" X 12"	2			728 ⁸⁵	/	1457 ⁷⁰
24" X 4"	2			376 ⁴⁶	/	752 ⁹²
24" X 6"	2			397 ⁴⁷	/	794 ⁹⁴
24" X 8"	2			624 ³⁶	/	1248 ⁷²
24" X 12"	2			860 ¹⁵	/	1720 ³⁰
30" X 12"	1			2277 ⁸⁰	/	2277 ⁸⁰

DUO SOLID SLEEVES - ALL DUO SOLID SLEEVES SHALL BE CAST IRON, MANUFACTURED TO FIT BOTH SAND CAST AND CENTRIFUGALLY-CAST PIPE. ALL SLEEVES SHALL BE SUPPLIED COMPLETE WITH MECHANICAL JOINTS IN ACCORDANCE WITH THE LATEST REVISIONS OF ANSI SPECIFICATIONS A21.11 (AWWA C111) AND COMPLETE WITH ALL ACCESSORIES, INCLUDING CORROSION RESISTANT BOLTS AND NUTS, GLANDS AND PLAIN RUBBER GASKETS.

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
3"	1	TYLER	S-144-L05	62 ⁷⁹	/	62 ⁷⁹
4"	4		S-146-L	68 ⁸⁹	/	275 ⁵⁶
6"	25			92 ³²	/	2308 ⁰⁰
8"	5			125 ⁵⁹	/	627 ⁹⁵
10"	2			151 ⁸³	/	303 ⁶⁶
12"	5			183 ⁷⁰	/	918 ⁵⁰
16"	5			445 ¹⁸	/	2225 ⁹⁰
24"	2		S-144-L	1203 ⁰⁰	/	2406 ⁰⁰

CUTTING-IN-SLEEVE - W/GASKETS, BOLTS AND GLANDS

6"	20	TYLER	S-145 PE	105 ⁴⁴	/	2108 ⁸⁰
12"	8	"	"	248 ⁸⁴	/	1990 ⁷²

REPAIR CLAMPS-FULL SEAL W/STAINLESS STEEL BOLTS, NUTS & BONDING DEVICE
ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, OR APPROVED EQUAL

2" X 7 1/2"	5	POWERSEAL	3121AS	23 ⁹⁷	/	119 ⁸⁵
4" X 8"	30			28 ⁵⁶	/	856 ⁸⁰
4" X 12"	15			39 ⁴⁶	/	591 ⁹⁰
6" X 8"	50			34 ⁵⁹	/	1729 ⁵⁰
6" X 12"	50			47 ⁶⁰	/	2380 ⁰⁰
6" X 18"	10			69 ³⁴	/	693 ⁴⁰
8" X 8"	15			38 ⁰³	/	570 ⁴⁵
8" X 12"	10			50 ²⁹	/	502 ⁹⁰
12" X 8"	5			48 ⁸⁰	/	244 ⁰⁰
12" X 12"	10			59 ⁰²	/	590 ²⁰
12" X 18"	5			85 ⁸⁰	/	429 ¹⁵
16" X 12"	2		3122AS	104 ⁹¹	/	209 ⁸²
16" X 16"	2			131 ³⁵	/	262 ⁷⁰
16" X 20"	2			171 ³⁰	/	342 ⁶⁰
20" X 16"	1			145 ⁶⁴	/	145 ⁶⁴
24" X 24"	1			406 ⁷⁹	/	406 ⁷⁹
30" X 16"	1			348 ⁷⁵	/	348 ⁷⁵

TOTAL ON COMPLETE BID PACKAGE:

\$ 71,415⁰⁵

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 14, 1991
 1. Governmental Unit: Dept. of Purchasing City of Fort Wayne
 2. County: Allen County
 3. Bidder (Firm): Underground Pipe & Valve, Inc.
 Address: PO Box 508
 City/State: South Bend, In 46624
 4. Telephone Number: 219-282-2323
 5. Agent of Bidder (if applicable): James P. Butler

Pursuant to notices given, the undersigned offers bid(s) to Dept. Purchasing Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

James P. Butler
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

see attached

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
)
St Joseph COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Underground Pipe & Valve, Inc.

Bidder (Firm)

James P. Butler
Signature of Bidder or Agent

Subscribed and sworn to before me this 14 day of November 19 91.

My Commission Expires: Sept 9, 1992
 County of Residence: St Joseph

Robert Luck
Notary Public

Robert Luck
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

INDIANAPOLIS, INDIANA

Know all Men by these Presents,

That we, UNDERGROUND PIPE AND VALVE COMPANY, INC.

of SOUTH BEND/FORT WAYNE, INDIANA (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the
Surety), as Surety, are held and firmly bound unto CITY OF FORT WAYNE, DEPARTMENT OF PURCHASING,
FORT WAYNE, INDIANA.

(hereinafter called the Obligee) in the penal sum of _____ 5% of amount bid
_____ Dollars (\$_____) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

SIGNED and SEALED this 18th day of November 19 91.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal
has submitted or is about to submit a proposal to the Obligee on a contract for _____
Bid #5030 - Construction materials supply

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

UNDERGROUND PIPE AND VALVE COMPANY, INC.

James P. Butler
AMERICAN STATES INSURANCE COMPANY
By Barbara L. Horvath
Barbara L. Horvath Attorney-in-Fact



American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

----- LYMAN C. CURTIS, CURTIS A. FEY, BARBARA L. HORVATH OR DEBRA K. LIVRONE -----

of South Bend and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however,
that the penal sum of any one such instrument executed hereunder shall not exceed
TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman, the President or any Vice-President (including any Executive Vice-President, Senior Vice-President, Second Vice-President or Assistant Vice-President) shall have power, by and with the concurrence with any other officer of the Corporation, to appoint Attorneys-in-fact as the business of the Corporation may require and to authorize any such person to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Vice-President and its corporate seal to be hereto affixed this 16th day of August
A.D. 19 91 AMERICAN STATES INSURANCE COMPANY

ATTEST: [Signature]
Assistant Vice-President

By [Signature]
Second Vice-President

STATE OF INDIANA } SS
COUNTY OF MARION }

On this 16th day of August, A.D., 19 91, before me personally came

Joseph F. Heim, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Joseph F. Heim further said that he is acquainted with John J. Rosich and knows him to be the Assistant Vice-President of said Corporation; and that he executed the above instrument.

BARBARA PONSLER, NOTARY PUBLIC
MARION COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES: 10/2/92

STATE OF INDIANA } SS
COUNTY OF MARION }

I, John J. Rosich the Assistant Vice-President of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the Chairman, the president or any vice-president (including any Executive Vice-President, Senior Vice-President, Vice-President, Second Vice-President or Assistant Vice-President) and the secretary, assistant secretary, or other officer, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 18th day of August
A.D., 19 91

[Signature]
Assistant Vice-President

THIS POWER OF ATTORNEY MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN HEREOF IN RED INK, WITH A RED DIAGONAL IMPRINT — AMERICAN STATES INSURANCE — PRESENT IN ITS ENTIRETY. IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OF THIS POWER OF ATTORNEY, CALL 317-262-6262 OR WRITE US AT P.O. BOX 1636, INDIANAPOLIS, IN 46206-1636.

Bidder/Vendor

Anti-Apartheid Certification

The undersigned, on behalf of Underground Pipe & Valve does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of

Underground Pipe & Valve does that Underground Pipe & Valve does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this certification has been signed this 14th day of Nov, 1991.

UNDERGROUND PIPE & VALVE INC

Name of Bidder/Vendor

James P Butler - President
Name and Title of Person Signing

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Nov 14, 1991

Underground Pipe + Valve Inc
Name of Bidder

By: James P Butler

Title: President

Official Address: (including zip code)

110600 508
Smith Bend, Ind. 46624

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-18-91 @ 11:00 AM BID REFERENCE # 5030

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CONSTRUCTION MATERIALS PER SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: % IF PAID WITHIN DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME ETNA SUPPLY COMPANY

STREET ADDRESS 529 - 32ND ST SE

CITY GRAND RAPIDS MICHIGAN PHONE # 1-800-632-4576

BY 
REPRESENTATIVE SIGNATURE

REPAIR CLAMPS - SERVI SEAL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD OR APPROVED
EQUALS

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
6" X 8" X 3/4"	20	SMITH BLAIR	264-7.24X7 1/2 W/3/4cc	53.49	/	1,069.80
6" X 8" X 1"	10	SMITH BLAIR	264-7.24X7 1/2 W1"CC	54.97	/	549.70
8" X 8" X 2"	5	SMITH BLAIR	264-9.39X7 1/2 W/2"cc	82.53	/	412.65
12" X 10" X 1 1/2"	10	SMITH BLAIR	265-1400X10 W/1 1/2cc	116.63	/	1,166.30
12" X 12" X 1 1/2"	10	SMITH BLAIR	265-1400X12 W/1 1/2cc	146.34	/	1,463.40
12" X 12" X 2"	10	SMITH BLAIR	265-1400X12 2/2"cc	150.06	/	1,500.60
16" X 16" X 1 1/2"	5	SMITH BLAIR	265-17.90X15 W/1 1/2cc	222.86	/	1,114.30
16" X 16" X 2"	5	SMITH BLAIR	265-17.90X15 W/2cc	227.31	/	1,136.55
24" X 16" X 1 1/2"	2	SMITH BLAIR	265-26.55X15 W/1 1/2cc	403.45	/	806.90
24" X 16" X 2"	2	SMITH BLAIR	265-26.55X15 W/2cc	408.82	/	817.64

SMITH BLAIR

TAPPING SLEEVE - EPOXY COATED

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED

EQUAL

6" X 4"	5	SMITH BLAIR	622-06900400-031	181.26	/	906.30
6" X 6"	5	SMITH BLAIR	622-06900600-231	209.27	/	1,046.35
8" X 4"	5	SMITH BLAIR	622-09050400-031	184.56	/	922.80
8" X 6"	5	SMITH BLAIR	622-09050600-031	201.58	/	1,007.90
8" X 8"	5	SMITH BLAIR	622-09050800-231	257.05	/	1,285.25
12" X 6"	5	SMITH BLAIR	622-13200600-031	225.20	/	1,126.00
12" X 8"	5	SMITH BLAIR	622-13200800-031	285.62	/	1,428.10
12" X 12"	5	SMITH BLAIR	622-132001200-231	417.44	/	2,087.20
16" X 6"	2	SMITH BLAIR	622-17400600-031	242.78	/	485.56
16" X 8"	5	SMITH BLAIR	622-17400800-031	310.88	/	1,554.40
16" X 12"	2	SMITH BLAIR	622-174001200-031	449.30	/	898.60
24" X 4"	2	SMITH BLAIR	622-25800400-031	260.90	/	521.80
24" X 6"	2	SMITH BLAIR	622-25800600-031	290.57	/	581.14
24" X 8"	2	SMITH BLAIR	622-25800800-031	377.35	/	754.70
24" X 12"	2	SMITH BLAIR	622-25801200-031	538.28	/	1,076.56
30" X 12"	1	SMITH BLAIR	622-32001200-031	572.88	/	572.88

TAPPING SLEEVE/ALTERNATE - FULL CIRCLE, STAINLESS STEEL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED

EQUAL

6" X 4"	5	SMITH BLAIR	663-06900400-000	236.57	/	1,182.85
6" X 6"	5	SMITH BLAIR	663-06900600-200	283.45	/	1,417.25
8" X 4"	5	SMITH BLAIR	663-09050400-000	255.23	/	1,276.15
8" X 6"	5	SMITH BLAIR	663-09050600-000	286.92	/	1,434.60
8" X 8"	5	SMITH BLAIR	663-09050800-200	368.96	/	1,844.80
12" X 6"	5	SMITH BLAIR	663-13200600-000	323.82	/	1,619.10
12" X 8"	5	SMITH BLAIR	663-13200800-000	393.27	/	1,966.35
12" X 12"	5	ROMAC	SST-1356X12	504.38	/	2,521.90
16" X 6"	2	ROMAC	SST-1780X6	426.06	/	852.12
16" X 8"	5	ROMAC	SST-1780X8	493.56	/	2,467.80
16" X 12"	2	ROMAC	SST-1780X12	725.90	/	1,451.80
24" X 4"	2	ROMAC	SST-2600X4	520.20	/	1,040.40
24" X 6"	2	ROMAC	SST-2600X6	533.09	/	1,066.18
24" X 8"	2	ROMAC	SST-2600X8	637.34	/	1,274.68
24" X 12"	2	ROMAC	SST-2600X12	891.51	/	1,783.02
30" X 12"	1	ROMAC	NO BID	NO BID	/	NO BID

DUO SOLID SLEEVES - ALL DUO SOLID SLEEVES SHALL BE CAST IRON, MANUFACTURED TO FIT BOTH SAND CAST AND CENTRIFUGALLY-CAST PIPE. ALL SLEEVES SHALL BE SUPPLIED COMPLETE WITH MECHANICAL JOINTS IN ACCORDANCE WITH THE LATEST REVISIONS OF ANSI SPECIFICATIONS A21.11 (AWWA C111) AND COMPLETE WITH ALL ACCESSORIES, INCLUDING CORROSION RESISTANT BOLTS AND NUTS, GLANDS AND PLAIN RUBBER GASKETS.

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
3"	1	UNION FOUNDRY	FCMJSLLG3W	71.29	/	71.29
4"	4	UNION FOUNDRY	FCMJSLOS4W	68.25	/	273.00
6"	25	UNION FOUNDRY	FCMJSLOS6W	89.10	/	2,227.50
8"	5	UNION FOUNDRY	FCMJSLOS8W	112.69	/	563.45
10"	2	UNION FOUNDRY	FCMJSLOS10W	146.35	/	292.70
12"	5	UNION FOUNDRY	FCMJSLOS12W	173.65	/	868.25
16"	5	UNION FOUNDRY	FCMJSLLG16W	506.40	/	2,532.00
24"	2	UNION FOUNDRY	FCMJSLLG24W	1,092.33	/	2,184.66

CUTTING-IN-SLEEVE - W/GASKETS, BOLTS AND GLANDS

6"	20	UNION FOUNDRY	FCMJSLCI6W	154.65	/	3,093.00
12"	8	UNION FOUNDRY	FCMJSLCI12W	342.45	/	2,739.60

REPAIR CLAMPS-FULL SEAL W/STAINLESS STEEL BOLTS, NUTS & BONDING DEVICE
ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, OR APPROVED EQUAL

2" X 7 1/2"	5	SMITH BLAIR	261-00023807-700	27.67	/	138.35
4" X 8"	30	SMITH BLAIR	261-00048007-700	32.29	/	968.70
4" X 12"	15	SMITH BLAIR	261-00048012-700	46.12	/	691.80
6" X 8"	50	SMITH BLAIR	261-00069007-700	36.89	/	1,844.50
6" X 12"	50	SMITH BLAIR	261-00069012-700	55.26	/	2,763.00
6" X 18"	10	SMITH BLAIR	261-00069015-700	59.80	/	598.00
8" X 8"	15	SMITH BLAIR	261-00090507-700	42.60	/	639.00
8" X 12"	10	SMITH BLAIR	261-00090512-700	61.30	/	613.00
12" X 8"	5	SMITH BLAIR	261-00132007-700	52.40	/	262.00
12" X 12"	10	SMITH BLAIR	261-00132012-700	82.89	/	828.90
12" X 18"	5	SMITH BLAIR	263-00132020-700	143.70	/	718.50
16" X 12"	2	SMITH BLAIR	263-00171512-700	176.40	/	352.80
16" X 16"	2	SMITH BLAIR	263-00171515-700	231.72	/	463.44
16" X 20"	2	SMITH BLAIR	263-00171520-700	301.58	/	603.16
20" X 16"	1	SMITH BLAIR	263-00215215-700	321.54	/	321.54
24" X 24"	1	SMITH BLAIR	263-00257025-700	619.11	/	619.11
30" X 16"	1	SMITH BLAIR	263-00320015-700	357.83	/	357.83

TOTAL ON COMPLETE BID PACKAGE:

\$ 77,121.46

PLEASE SEND BID RESULTS. SELF-ADDRESSED ENVELOPE ENCLOSED.,

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 11/12/91
 1. Governmental Unit: City of Fort Wayne
 2. County: Allen
 3. Bidder (Firm): Etna Supply Company
 Address: 529 - 32nd St. SE
 City/State: Grand Rapids, MI 49548
 4. Telephone Number: 1-800-632-4576
 5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to Fort Wayne City (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

L. Potyter
 Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
 _____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

ETNA SUPPLY COMPANY
 Bidder (Firm)

L. Potyter
 Signature of Bidder or Agent

Subscribed and sworn to before me this 12TH day of NOVEMBER, 19 91

My Commission Expires: 8/20/95
 County of Residence: KENT

Richard A. Andresiak
 Notary Public

RICHARD A. ANDRESIAK
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for _____ classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Etna Supply Company, Inc.
529 - 32nd Street SE
Wyoming MI 49508
as Principal, hereinafter call the Principal, and MERCHANTS BONDING COMPANY OF DES MOINES, IOWA
a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Fort Wayne, IN
as Obligee, hereinafter called the Obligee, in the sum of *Five Percent of the Amount Bid*

Dollars (\$*****5%*****),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for Supply of Repair Clamps, Tapping Sleeves,
Solid Sleeves, and Cut-In Sleeves

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to
enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this

18th day of November

1991

Mercedes Roberts
(Witness)

Etna Supply Company, Inc.

By: *[Signature]* (Principal) (Seal)
(Title)

Audrey M. Carter
(Witness)
Audrey M. Carter

MERCHANTS BONDING COMPANY

By: *[Signature]* (Surety) (Seal)
(Title)

Mary E. Carey, Attorney-In-Fact

POWER OF ATTORNEY

A. Robert Poggi, Michael J. Poggi,
Bradford J. Poggi, William P. Carey, Frank J. Castiglione, Thomas A. Dalgleish,
H. David Hoovler, Walter E. Wendell or Mary E. Carey

Grand Rapids

Michigan

Any or all bonds or undertakings provided that no bond or undertaking
executed under this authority shall exceed in amount the sum of
ONE MILLION (\$1,000,000.00) Dollars

1st

April

91

1st

April

91

18th

November

91

Bidder/Vendor

Anti-Apartheid Certification

The undersigned, on behalf of ETNA SUPPLY CO., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

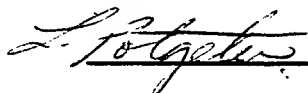
WHEREAS, council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of

ETNA SUPPLY CO., that ETNA SUPPLY COMPANY

does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this certification has been signed this 12TH day of NOVEMBER, 19⁹¹ .

 ETNA SUPPLY COMPANY

Name of Bidder/Vendor

EXECUTIVE VICE-PRESIDENT

Name and Title of Person Signing

CERTIFICATION OF NON-SEGREGATED FACILITIES

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CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 11-12, 1991

LARRY POTGETER - ETNA SUPPLY COMPANY

Name of Bidder

By: L. Potgeter

Title: EXECUTIVE VICE-PRESIDENT

Official Address: [including zip code]

529 - 32ND ST SE

GRAND RAPIDS MICHIGAN 49548

Read the first time in full and on motion by Brusbury, seconded by Delouis, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 1-14-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Brusbury, seconded by Delouis, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA				<u>✓</u>
HENRY				<u>✓</u>
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-28-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 1-19-92 on the 28th day of January, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Don J. Schmitter
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of January, 1992, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3rd day of February, 1992, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-92-01-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

JANET G. BRADBURY, CHAIRWOMAN
SAMUEL J. TALARICO, VICE CHAIRMAN
LUNSEY, LONG, GIAQUINTA

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #5030 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and E.J.P. MIDWEST, INC.:
UNDERGROUND PIPE & VAVLE, INC.; and ETNA SUPPLY COMPANY for the
Water Maintenance & Service Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<i>J. Bradbury</i>			
<i>S. J. Talarico</i>			
<i>L. Lunsey</i>			
<i>M. Long</i>			
<i>G. Quinta</i>			

DATED: 1-28-92.

Sandra E. Kennedy
City Clerk

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 5030 for the purchase of construction materials for the Water Maintenance & Service Department for 1992. The costs reflect the lowest and most responsive of five (5) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: These materials are used to install and/or repair water mains.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT ON NON-PASSAGE: Would not be able to install new water mains new water mains or repair water mains that are leaking.

PRIOR APPROVAL REQUESTED: NO

DATE:

MONIES INVOLVED:	E J P Midwest	\$11406.30+/-
	Underground Pipe	\$22871.30+/-
	Etna Supply	\$ 9012.85+/-

PRICE AGREEMENT: YES PURCHASE ORDER:

ACCOUNT INFORMATION: Water Maint. 513-523-W154-4221

S-92-01-18